

THIS AGREEMENT made and entered into as of the 12th day of December, 1969, between the MATAWAN TOWNSHIP ROAD DEPARTMENT, MATAWAN, NEW JERSEY, hereinafter referred to as the "EMPLOYER" and LOCAL #11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, a labor organization, hereinafter referred to as the "UNION".

W I T N E S S E T H:

WHEREAS, the Union has presented proof that it represents the Matawan Township Road Department employees, excluding Supervisory, Office and Clerical employees; and

WHEREAS, the Matawan Township Road Department by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all the Matawan Township Road Department employees, excluding Supervisory, Office and Clerical employees of Matawan Township, New Jersey.

NOW THEREFORE, it is mutually agreed between the parties hereto, that the following agreement shall become effective January 1, 1970.

ARTICLE 1 - RECOGNITION

Section 1. The Matawan Township Road Department hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed by the Matawan Township Road Department, excluding Supervisory, Office and Clerical employees of Matawan Township, New Jersey, in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

Section 2. The bargaining unit shall consist of all Matawan Township Road Department employees, excluding Supervisory

Office and Clerical employees of Matawan Township, New Jersey.

Section 3. Wherever used herein the term "employees" shall mean and be construed only as referring to the Matawan Township Road Department employees covered by this agreement.

ARTICLE 2 - UNION SECURITY

Section 1. The Department agrees to give effect to the following form of Union Security:

a. All present full-time employees who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing. All present full time employees who are not members of the Union shall pay to the Union a service fee as set forth below.

b. It is agreed that at the time of hiring the Department will inform newly hired employees, who fall within the bargaining unit, that they may join the Union thirty (31) calendar days thereafter.

c. Whenever an employee, who either falls within the bargaining unit or is regularly assigned to and performs the same duties as employees within the bargaining unit fails to become a member as provided, he shall pay to the Union a monthly service fee equal in amount to the monthly union membership dues as remuneration for the various services provided by the Union.

d. If written authorization is not made by an employee, the Union agrees that it shall have the sole responsibility for the collection of the service fees, and that the payment of union dues, initiation fees and service fees shall not be a condition of employment.

ARTICLE 3 - CHECK-OFF

Section 1. The Department hereby agrees to deduct from the wages of employees by means of check off, the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9e. The Department, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the first salary paid to each employee during the month.

Section 2. In making the deductions and transmittals as above specified, the Department shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee. The total amount deducted shall be paid to the Local Union within fifteen (15) days (calendar) after such deduction is made.

Section 3. The Department agrees to forward the full name and address (or application obtained from the Shop Steward) for all new employees who become eligible for membership and for whom initiation fee is deducted. The Board further agrees to notify the Union when unit employees are discharged, granted leaves of absence, absent due to illness or injury, on vacation or leave the employment of the Department for any reason whatsoever, when submitting the dues deduction list to the Union office each month.

ARTICLE 4 - PROBATIONARY PERIOD

Section 1. The probationary period shall conform to

the N.J.S.A. 11:22-6.

Section 2. During the aforementioned probationary period the Employer may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Employer shall have no responsibility for the reemployment of newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall be from Monday to Friday, both inclusive, and shall be comprised of five (5) days of eight (8) hours each.

Section 2. Any work performed beyond eight (8) hours in any one day of the normal work week shall be considered overtime and compensated for at one and one half (1-1/2) times the regular hourly rate of pay.

Section 3. Employees shall be paid at the rate of time and one half (1-1/2) for work performed for the first eight (8) hours on Saturday and double time (2 X) for all hours in excess of eight (8) hours.

Section 4. Employees shall be paid at the rate of double (2 X) time for work performed on Sunday.

Section 5. Employees called to work prior to the start of their normal shift, shall be paid the overtime rate for any such time worked, provided that the employee completes his regular eight (8) hours for that day.

Section 6. The Employer shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, except for emergencies, snow removal and ice control.

Section 7. In the event an employee reports for work without having been previously notified that there is no work, the employee shall be guaranteed four (4) hours pay at his regular rate of pay.

Section 8. Overtime shall be distributed as equally as practical among the employees within the department qualified and

capable of performing the work available. Overtime work offered but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

Section 9. The working shifts shall be as follows:

7:00 A.M. to 3:30 P.M. - Daylight Time.

8:00 A.M. to 4:30 P.M. - Standard Time

Section 10. In the event an employee is called back to work after the conclusion of his normal work shift, the employees will be entitled to a minimum of four (4) hours pay at the overtime rate that is applicable.

ARTICLE 6 - SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees' names and date of employment from the date of last hire on a system-wide basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The names of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer.

Section 2. New employees retained beyond the probationary period shall be considered permanent employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept up to date with additions and subtractions as required.

Section 3. The above shall conform to Civil Service

procedures.

ARTICLE 7 - FORCE REDUCTION

Section 1. The Employer agrees that it will not engage any new employees unless all of the employees presently employed are working the scheduled hours noted in this agreement.

Section 2. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer. The employee with the least seniority shall be laid off first and in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired.

Section 3. The Shop Steward and the employees involved in such lay-off shall receive seventy-two (72) hours notice prior to any lay-off.

Section 4. The above shall conform to Civil Service procedures.

ARTICLE 8 - JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS

Section 1. Job vacancies, new jobs created or promotions shall conform to Civil Service procedures.

ARTICLE 9 - NON-DISCRIMINATION

Section 1. It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality or sex. No employee shall be discriminated against or interfered with because of Union activities.

ARTICLE 10 - HOLIDAYS

Section 1. The Employer agrees to guarantee to all of the employees within the bargaining unit the following holidays with full pay for eight (8) hours at the employee's regular

straight time rate of pay, though no work is performed on such days:

1/2 day before New Year's Day	Columbus Day
New Year's Day	General Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	1/2 day before Christmas Day
Independence Day	Christmas Day
Labor Day	

If Martin Luther King's Birthday is declared a legal holiday, it shall be granted as an additional paid holiday.

Section 2. Employees who work on any of the above holidays shall be paid for such work at two and one half (2-1/2) times the employee's regular rate, which shall include the holiday pay.

Section 3. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Township Manager.

Section 4. If a holiday falls within the vacation period of an employee the employee shall receive pay for same or an additional day of vacation,

ARTICLE 11 - VACATIONS

Section 1. The Employer agrees to grant to all employees within the bargaining unit vacations in accordance with the following schedule:

- a. Employees with less than one year of service shall receive one (1) paid vacation day for each month of service, provided the probationary period has been completed. There will be no vacation accrued for any employee dismissed during the probationary period.

- b. Employees with one year or more of service shall receive twelve (12) days paid vacation for each year, plus one (1) day per year after the first year to a maximum of fifteen (15) days.
- c. Employees with fifteen (15) years or more of service shall receive twenty (20) days paid vacation each year.

Section 2. The Employer agrees that in the event an employee voluntarily leaves the employ of the Employer before the vacation period, he shall be compensated for any accrued vacation time that may be due to him in accordance with the above schedule.

Section 3. The vacation schedule shall be drafted by the Employer on or before April 1st of each year and posted on the Bulletin Board. In preparing the vacation schedule the Employer shall endeavor to assign vacations on the basis of system-wide seniority of its employees. It is specifically agreed, however, that the assignment of all vacations shall be determined by the Employer with due regard to its efficient operation.

Section 4. Vacations shall be taken during the regular vacation period between April 1st and December 31st inclusive. Employees may request that their vacation may be taken at a period other than the time set forth herein and the Employer will give fair consideration to such request.

Section 5. Vacation time may not be accumulated for a period past the vacation year without the consent of the Township Manager, and in no case accumulated for more than two (2) years.

ARTICLE 12 - LEAVE OF ABSENCE

Section 1. Upon making timely application, employees may apply to the Employer for a Leave of Absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. The reason for such request shall be made known to the Employer, and the Employer will give reasonable consideration to such application. A Leave of Absence in order to be valid must be obtained in writing.

ARTICLE 13 - PAID SICK LEAVE

Section 1. Fifteen (15) days paid sick leave each year shall be granted to all employees and the same shall be cumulative from year to year and shall be applied as per present practice.

Section 2. Employees shall be entitled to one (1) paid day of absence for sickness in the immediate family, not to be accumulated from year to year.

Section 3. Any unused sick days shall be forfeited by the employee upon termination of his employment, regardless of reason.

ARTICLE 14 - BEREAVEMENT PAY

Section 1. Employees shall be granted up to five (5) days off with pay at the employee's straight time rate when death occurs in the employee's immediate family. Immediate Family shall be defined as father, mother, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, or other relative living under the same roof.

Section 2. Employees shall be granted one (1) day off with pay, per year, to attend the funeral of any other relative.

ARTICLE 15 - JURY DUTY

Section 1. An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed by the Court and eight (8) hours straight time pay for scheduled working time lost.

ARTICLE 16 - VETERAN'S RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his former position or to a position of equal status, at the salary rate previously received by him at the time of his induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

Section 2. Reinstatement of veterans shall be upon application made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3. The Employer agrees to allow the necessary time for any employee in the Reserves to perform his duties when called without impairment of his seniority rights.

Section 4. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for Military Service.

Section 5. Upon the return of an employee from Military Service, the employee shall displace the last employee hired.

ARTICLE 17 - DISCHARGE

Section 1. There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period. The Union shall be notified

of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge. The above shall conform with Civil Service procedure.

ARTICLE 18 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any difference or dispute between the Employer and the Union relating to the terms and provisions of this Agreement or its interpretation or application or the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall hereafter be referred to as "a grievance".

Step 1. (a) The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward and the Public Works Foreman.

(b) If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve same upon the Employer. Within three (3) working days thereafter, the grievance shall be discussed between the designated representative of the Employer and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

Step 2. In the event the grievance is not satisfactorily settled by the discussion in Step 1, then the same shall be the subject of a conference between the Union and the Township Manager.

Step 3. In the event the grievance is not satisfactorily settled by the discussion in Step 2, within ten (10) days thereafter, then both parties agree that either party

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may request the New Jersey State Board of Mediation to appoint an arbitrator who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

Section 2. The cost of arbitration shall be shared equally by the Employer and the Union.

Section 3. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

ARTICLE 19 - SAFETY AND HEALTH

Section 1. The Employer will maintain working conditions in accordance with the health and safety provisions of both the Department of Health and the Department of Labor of the State of New Jersey. All reasonable suggestions for improvements will be considered and acted upon where practical.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

Section 1. No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this agreement.

Section 2. Employees shall be granted a fifteen (15) minute coffee break in the morning and a fifteen (15) minute coffee break in the afternoon without loss of pay.

Section 3. The Employer shall provide reasonable Bulletin Board space for the posting of Union notices to its members.

Section 4. Employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the aforesaid bargaining unit.

Section 5. All employees shall be provided with the following at no cost to the employee.

- a. Three (3) summer uniforms for each employee.
- b. Three (3) winter uniforms for each employee.
- c. Protective clothing needed for job; rain gear, boots etc., not assigned to individuals.

Section 6. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

Section 7. This Agreement shall not prevent the employees of the Matawan Township Road Department from receiving any fringe benefits awarded the employees of Matawan Township, New Jersey by legislative action of the Matawan Council during the term of this agreement.

ARTICLE 21 - WELFARE AND PENSION BENEFITS

Section 1. The Employer shall continue the present Health Program providing Blue Cross and Blue Shield coverage including Rider "J" for employees and eligible dependents with full premiums paid by the Employer.

Section 2. The Employer shall continue the present "Public Employees' Retirement Program" covering employees.

Section 3. The Employer shall continue the present program of payment of premiums for Life Insurance for retirees.

ARTICLE 22 - WAGES

Section 1. Effective January 1, 1970, all employees covered by this agreement shall receive a general wage increase of forty (40¢) cents per hour over and above their present hourly rate of pay.

Section 2. Effective January 1, 1971, all employees covered by this agreement shall receive a general wage increase of twenty five (25¢) cents per hour.

Section 3. The present practice of granting wage increases to reach the maximum shall continue.

ARTICLE 23 - LONGEVITY

Section 1. The longevity payments shall be made according to the following schedule:

5 years of continuous service.....	\$100.00
10 " " " "	200.00
15 " " " "	300.00
20 " " " "	400.00
25 " " " "	500.00
30 or more years of continuous service	600.00

ARTICLE 24 - STRIKES AND LOCKOUTS

Section 1. It is agreed that the Union and employees shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout, for any cause whatsoever, during the term of this Agreement; nor shall the Union or any of the employees cause or participate in any cessation of work, slow down, work stoppage or interference of any kind with normal Employer operations. Employees, however, shall not be required to cross any primary picket line.

Section 2. The Union shall not be liable for any strike, cessation of work, slowdown, work stoppage, or interference of any kind with normal Employer operations unless the Union has authorized such strike, cessation of work, slowdown, work stoppage or interference of any kind with Employer operations or participation in same.

ARTICLE 24 - DURATION OF AGREEMENT

This agreement shall become effective on January 1st, 1970, and shall continue in full force and effect for two (2) years until December 31, 1971. It shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least sixty (60) days prior to the expiration date to change, modify or terminate this Agreement. In such case, the parties shall endeavor to negotiate a new agreement within sixty (60) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

TOWNSHIP OF MATAWAN

BY: Hans H. Froehlich
Hans H. Froehlich

LOCAL #11, I.B.T.

BY: John Bassarab
John Bassarab

ATTEST:

Rose K. Wenzel
Rose K. Wenzel
Township Clerk

COMMITTEE:

William Smith
William Smith

Joseph Grimaldi
Joseph Grimaldi

Jesse Wallace
Jesse Wallace